IN THE CIRCUIT COURT, FOURTH JUDICIAL CIRCUIT, IN AND FOR CLAY COUNTY, FLORIDA

CASE NO.: 10-2021-DR-0261
DIVISION: F

IN RE: THE MATTER OF:
MICHAEL RECTOR, Husband,
and
SHANNON RECTOR, Wife.
_____/

CONSENT FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came on to be heard upon the Husband's Petition for Dissolution of Marriage and the Wife's Counterpetition for Dissolution of Marriage. The parties attended a Mediation Conference with Vincent J. DiRito on December 8, 2021. The parties have reached an agreement resolving all issues pertaining to this Dissolution of Marriage, the terms of which are set forth in this Consent Final Judgment. The Court having been otherwise fully advised in the premises thereupon makes the following findings of fact:

a. The Court has jurisdiction of the parties to and subject matter of this action.

b. At least one of the parties has lived in Florida for six (6) months or longer prior to filing the Petition for Dissolution of Marriage.

c. The parties were married on September 3, 2012.

d. The marriage of the parties is irretrievably broken.

e. There are two children born to the parties as a result of the marriage, to wit: Jacob Wyatt Rector born March 14, 2014; and Emma Ruth Rector born July 15, 2019. No further children are expected as an issue of the marriage, nor did the parties adopt any minor children.

f. The parties have reached an agreement relative to a parenting plan, child support, spousal support, property rights, division of assets and liabilities, legal fees and related matters arising from the parties' marital relationship, the terms of which are incorporated herein. The Court finds that the agreement incorporated

SR
Wife

MR
Husband

herein is fair, equitable and is in the best interests of the parties and the minor child(ren).

g. The parties fully intend to be legally and immediately bound to the terms of this Consent Final Judgment of Dissolution of Marriage.

IT IS, therefore, **ADJUDGED** as follows:

1. DISSOLUTION OF MARRIAGE:
The marriage of the parties is dissolved, and each spouse is restored to the status of being single and unmarried.

2. PARENTING PLAN:
The attached Parenting Plan is incorporated by this reference and made a part hereof.

3. CHILD SUPPORT:
Given the relative incomes of the parties, and the Wife maintaining the health insurance for the benefit of the minor children, neither party shall owe child support to the other party. The parties imputed the Wife's income to 36 hours weekly, though the Wife is not actually working 36 hours per week. The parties are not in agreement as to why the Wife is not working full-time.

4. TAX /CREDIT EXEMPTION:
Each party shall claim a child as a dependent and be entitled to all tax credits for the child each year while both children are able to be claimed for tax purposes. The Wife shall claim Jacob, and the Husband shall claim Emma. Once a child is no longer able to be claimed for tax purposes, then the parties shall rotate claiming the last child on their taxes each year. The Husband shall claim the last child first, then the Wife shall claim the child in alternate years. The parties shall cooperate to execute the appropriate IRS form(s) to permit the other party to claim the appropriate child for tax purposes each year.

5. LIFE INSURANCE:
Each party shall maintain a life insurance policy in the amount of $50,000 to secure their child support obligation. The parties shall name the other party as irrevocable beneficiary of said insurance policy. Each party shall provide proof of such policy within 60 days from the date of this Judgment and provide proof of said policy to the other party each year for so long as the children are minors.

6. DEPENDENT HEALTH INSURANCE:

Wife

Husband

The Wife shall maintain a policy of medical insurance for the benefit of the child(ren) for so long as it is reasonably available and reasonably affordable through her employer and for so long as the child(ren) are minors.

The parties equally share all non-elective reasonable and necessary non-covered health, hospitalization, dental or orthodontic, counseling, eyeglasses or eyewear, prescription drug and like expenses, including deductibles and co-pays, incurred on behalf of the children. Should either party pay any expenses for which the other is responsible, the paying party will within twenty (20) days provide to the other party the receipt for such payment and that party will reimburse the paying party his or her portion of the expenses within twenty (20) days.

7. EQUITABLE DISTRIBUTION:
Banking and Other Financial Accounts:
Except as otherwise set forth herein, each party shall be awarded sole ownership of any banking or financial account in his/her individual name.

Retirement Plans, 401(k), Keogh Plan(s), Pension Plan(s), etc:
Unless otherwise specified herein, each party will be entitled to any retirement plan(s), 401(k) plan(s), Keogh plan(s), pension plan(s) in his or her name and the other party specifically waives any entitlement thereto.

The Husband shall be entitled to the sum of $40,000.00 from the Wife's AIG (through Baptist Health System) account ending in xxx5413. The Husband shall be responsible for preparation and submission of the Qualified Domestic Relations Order to obtain these funds from the Wife's account. The Court reserves jurisdiction to enter the appropriate Qualified Domestic Relations Order to effectuate the provisions herein.

Furniture, Furnishings and Personal Property:
The parties have already equitably divided their furniture, furnishings, and personal property.

The Husband will have thirty (30) days from December 9, 2021 to pick up his personal belongings from the marital home.

Automobiles:
The Husband shall be awarded the exclusive ownership and possession of the 2019 Chevy Colorado and shall be responsible for any indebtedness related thereto and shall indemnify, defend, and hold the Wife harmless from any liability related to said vehicle.

Wife

Husband

The Wife shall be awarded the exclusive ownership and possession of the 2016 Kia Sedona and shall be responsible for any indebtedness related thereto and shall indemnify, defend, and hold the Husband harmless from any liability related to said vehicle. The Wife shall refinance said automobile out of the Husband's name within one year from the date of the entry of this Consent Final Judgment, or the vehicle shall be sold. The Court reserves jurisdiction to enforce this provision including by means of partition.

Marital Home:
The Wife owns the marital home located at 3695 Summit Oaks Drive, Green Cove Springs, Clay County, Florida 32043.

The Wife shall be awarded the exclusive use and ownership of the marital home, free from any claim by the Husband. The Husband shall execute a Quit Claim Deed within ten days (to be held in Trust until the $10,000 payment is made by the Wife to the Husband as referenced herein (to be provided by the Wife's attorney) thereby relinquishing any and all rights he may have in the marital home. Husband's attorney shall provide Wife's attorney a copy of the Deed upon execution of same.

The Wife shall be solely responsible for any and all liabilities associated with the marital residence and shall indemnify, defend, and hold the Husband harmless from any such liabilities.

Liabilities:
Except as otherwise set forth herein, each party shall be responsible for any indebtedness in their individual name and shall indemnify, defend, and hold the other party harmless from such liability. Neither party shall incur any further indebtedness for which the other party would be legally responsible. Any future indebtedness incurred shall be the responsibility of the party incurring such indebtedness and said party shall indemnify, defend, and hold the other party harmless from said indebtedness.

8. ALIMONY:
Except as provided for herein, each party hereby waives now and forever any and all claim to alimony from the other in the nature of spousal support, be it temporary, rehabilitative, bridge-the-gap, durational, permanent, nominal, lump sum or periodic. The parties acknowledge that this waiver is irrevocable and that there will exist no change in circumstances whatsoever which would permit either party to obtain alimony from the other. The parties further agree that neither party may apply to the Court for a modification of this provision.

Wife

Husband

The Wife shall pay to the Husband a lump sum alimony amount of $10,000.00 within 45 days from the entry of this Judgment.

9. SELF EXECUTION:
Each party will make each transfer, conveyance, and assignment and execute all documents reasonably required by the other party to effectuate the terms hereof within ten (10) days, except as otherwise provided, from the entry of this Consent Final Judgment of Dissolution of Marriage. Upon the failure of either party to make any such transfer, conveyance, or assignment as required hereunder, then the Consent Final Judgment of Dissolution of Marriage will have the effect of a duly executed instrument of transfer, conveyance, release or acquisition the real or personal property required by the terms hereof to be transferred, conveyed, released or assigned.

10. ATTORNEY'S FEES AND COSTS:
Each party has been represented by counsel of their choosing or has knowingly waived their right to do so. Each party shall be solely responsible for his/her own attorney fees and costs in this matter.

11. MEDIATION FEES:
Each party shall be responsible for one-half of the mediation fees owed to Vincent J. DiRito for the mediation conference held December 8, 2021.

12. GENERAL RELEASE AND WAIVER:
Except as provided herein, each party waives any and all claims, demands, rights, title or interest that he or she may have or hereinafter acquire in the present or future assets of the other. This release includes, but is not limited to, the right to elect to take against any Will or Codicil of the other party; the right to share in the other party's estate; the right to claim dower, curtesy, inheritance, descent, distribution or other rights or claims arising out of the marital relationship; the right to share in any pension or retirement benefits of the other; the right to share in any litigation awards or proceeds the other may receive. This release is binding on the executors, administrators, personal representatives, heirs and assigns of each of the parties. Furthermore, each party waives any and all claims, whether civil or criminal in nature, which each party may have against the other.

13. WAIVER OF APPEARANCE:
The Husband waives appearance at a Final Hearing and hereby consents to the ex parte entry of this Consent Final Judgment of Dissolution of Marriage.

Wife

Husband

14. RESTORATION OF MAIDEN NAME:
The Wife is hereby restored to her maiden name, to-wit: **Shannon Nicole Bozeman.**

15. RESERVATION OF JURISDICTION:
The Court retains jurisdiction to enforce, and where appropriate, to modify the terms hereof upon application by either party for enforcement or modification of any provision of the Consent Final Judgment of Dissolution of Marriage herein. The Court further retains jurisdiction to enter a Qualified Domestic Relations Order (or similar appropriate order necessary to effectuate the terms herein).

DONE AND ORDERED in Chambers, at Green Cove Springs, Clay County, Florida, this ____ day of _____, 2021

12/16/2021 2:35 PM
2021DR000261
CIRCUIT JUDGE
e-Signed 12/16/2021 2:35 PM 2021DR000261

Wife

Husband

CONSENT

The parties, by their signatures below, agree to the terms and conditions of this Consent Final Judgment. Each party has reviewed this Consent Final Judgment, was given due time for consideration thereof and upon signing, intends to fully be bound thereby. Each party has agreed to resolve this matter as set forth on these terms and conditions, with full understanding thereof.

Date: December 8, 2021

Kimberly A. O'Steen, Esquire
FBN: 12073
E: kosteen@kimosteenlaw.com
Attorney for Wife

SHANNON RECTOR

Susanna S. Quesenberry, Esquire
FBN: 112699
E: Office@harborcitylaw.com
Attorney for Husband

MICHAEL RECTOR

Copies to:

Kimberly A. O'Steen, Esquire
Susanna S. Quesenberry, Esquire

Wife

Husband

USING ARPA 2021 TAX

Filename RECTOR

CHILD SUPPORT GUIDELINES WORKSHEET

Children Live With Others: ☐

Number Of Children		1	1	0
Taxable Income Amounts	COMBINED	Petitioner Mother	Respondent Father	
Self Employment Taxable Income	0.00	0.00	0.00	
Social Security Taxable Income	8,801.00	5,590.00	3,211.00	
Other Taxable Income	0.00	0.00	0.00	
Taxable Spousal Support Income	0.00	0.00	0.00	
Non Taxable Income	0.00	0.00	0.00	
GROSS INCOME	8,801.00	5,590.00	3,211.00	
Spousal Support Payments				
Deductible This Marriage	0.00	0.00	0.00	
Deductible Prior Marriage	0.00	0.00	0.00	
Non Deductible	0.00	0.00	0.00	
TOTAL SPOUSAL SUPPORT	0.00	0.00	0.00	
Taxes				
FICA - Social Security	545.66	346.58	199.08	
FICA - Medicare	127.62	81.06	46.56	
Self Employment Tax	0.00	0.00	0.00	
Federal Income Tax	402.37	459.13	-56.76	
State/Local/Other Income Tax	0.00	0.00	0.00	
TOTAL TAX	1,075.65	886.77	188.88	
Other Deductions				
Mandatory Union Dues	0.00	0.00	0.00	
Mandatory Retirement Payments	0.00	0.00	0.00	
Parent's Health Insurance Payments	290.83	175.00	115.83	
Child Support Ordered and Paid	0.00	0.00	0.00	
Total Other Deductions	290.83	175.00	115.83	
Total Deductions	1,366.48	1,061.77	304.71	
Net Monthly Income	7,434.52	4,528.23	2,906.29	

Number of Overnights With		365	218	147
Percentage Share Of Support		100.00%	60.91%	39.09%
	COMBINED	Petitioner Mother	Respondent Father	
Minimum Child Support Need	1,247.00	759.55	487.45	
Shared Support Need	1,870.50	1,139.32	731.18	
Number of Overnights With	365	218	147	
Percentage of Overnights	100.00%	59.73%	40.27%	
Payment Share to Other		458.80	436.73	
Pre Adjustment Transfer		0.00	-22.07	
Child Care Costs Paid	0.00	0.00	0.00	
Uncovered Ins/Med/Dental Costs Paid	85.50	85.50	0.00	
Day Care/Ins/Med/Dental Costs Share	85.50	52.08	33.42	
Day Care/Ins/Med/Dental Share Adjust		0.00	33.42	
Presumed Amount To Be Paid	SHARED	0.00	11.35	
Deviation Factors		0.00	0.00	
ADJUSTED GUIDELINES		0.00	11.35	
☐ **Manual Child Support Amount**		0.00	0.00	

Net Available Income Analysis (For Family)

Available Income	7,434.52	4,539.58	2,894.94
Per Capita Income		2,269.79	2,894.94
Adjusted Affidavit Needs		0.00	0.00
Excess / Deficit	7,434.52	4,539.58	2,894.94

Available Income Analysis Without Children

Affidavit Needs Less Child Expenses		0.00	0.00
Available Income Without Children	7,434.52	4,528.23	2,906.29
Excess / Deficit Without Children	7,434.52	4,528.23	2,906.29

Percentage Retained	**Gross Income**	81.21%	90.16%
	Net Income	100.25%	99.61%

USING ARPA 2021 TAX

Filename RECTOR

CHILD SUPPORT GUIDELINES WORKSHEET

Children Live With Others: ☐

Number Of Children	2	2	0
Number of Overnights With	365	218	147
Percentage Share Of Support	100.00%	62.42%	37.58%

Taxable Income Amounts	COMBINED	Petitioner Mother	Respondent Father
Self Employment Taxable Income	0.00	0.00	0.00
Social Security Taxable Income	8,801.00	5,590.00	3,211.00
Other Taxable Income	0.00	0.00	0.00
Taxable Spousal Support Income	0.00	0.00	0.00
Non Taxable Income	0.00	0.00	0.00
GROSS INCOME	8,801.00	5,590.00	3,211.00
Spousal Support Payments			
Deductible This Marriage	0.00	0.00	0.00
Deductible Prior Marriage	0.00	0.00	0.00
Non Deductible	0.00	0.00	0.00
TOTAL SPOUSAL SUPPORT	0.00	0.00	0.00
Taxes			
FICA - Social Security	545.66	346.58	199.08
FICA - Medicare	127.62	81.06	46.56
Self Employment Tax	0.00	0.00	0.00
Federal Income Tax	102.37	159.13	-56.76
State/Local/Other Income Tax	0.00	0.00	0.00
TOTAL TAX	775.65	586.77	188.88
Other Deductions			
Mandatory Union Dues	0.00	0.00	0.00
Mandatory Retirement Payments	0.00	0.00	0.00
Parent's Health Insurance Payments	290.83	175.00	115.83
Child Support Ordered and Paid	0.00	0.00	0.00
Total Other Deductions	290.83	175.00	115.83
Total Deductions	1,066.48	761.77	304.71
Net Monthly Income	7,734.52	4,828.23	2,906.29

	COMBINED	Petitioner Mother	Respondent Father
Minimum Child Support Need	1,975.00	1,232.79	742.21
Shared Support Need	2,962.50	1,849.19	1,113.31
Number of Overnights With	365	218	147
Percentage of Overnights	100.00%	59.73%	40.27%
Payment Share to Other		744.67	664.98
Pre Adjustment Transfer		79.69	0.00
Child Care Costs Paid	0.00	0.00	0.00
Uncovered Ins/Med/Dental Costs Paid	171.00	171.00	0.00
Day Care/Ins/Med/Dental Costs Share	171.00	106.74	64.26
Day Care/Ins/Med/Dental Share Adjust		0.00	64.26
Presumed Amount To Be Paid	SHARED	15.43	0.00
Deviation Factors		0.00	0.00
ADJUSTED GUIDELINES		15.43	0.00
☐ **Manual Child Support Amount**		0.00	0.00

Net Available Income Analysis (For Family)			
Available Income	7,734.52	4,812.80	2,921.72
Per Capita Income		1,604.27	2,921.72
Adjusted Affidavit Needs		0.00	0.00
Excess / Deficit	7,734.52	4,812.80	2,921.72
Available Income Analysis Without Children			
Affidavit Needs Less Child Expenses		0.00	0.00
Available Income Without Children	7,734.52	4,828.23	2,906.29
Excess / Deficit Without Children	7,734.52	4,828.23	2,906.29
Percentage Retained **Gross Income**		86.10%	90.99%
Net Income		99.68%	100.53%

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
CLAY COUNTY, FLORIDA

CASE NO.: 10-2021-DR-0261
DIVISION: F

IN RE: THE MATTER OF:
MICHAEL RECTOR, Husband,
and
SHANNON RECTOR, Wife.
_____/

PARENTING PLAN

This parenting plan is a Parenting Plan submitted to the court with the agreement of the parties.

1. **IDENTIFICATION OF THE PARENTS:**

Mother: SHANNON RECTOR
Father: MICHAEL RECTOR

2. **IDENTIFICATION OF THE CHILD(REN):** This parenting plan is for the following child(ren) born to or adopted by the parties.

Name	Date of birth
Jacob Wyatt Rector	**March 14, 2014**
Emma Ruth Rector	**July 15, 2019**

All references to "child", "minor child", or "child(ren)" in subsequent paragraphs indicates the parties' minor child or children named herein. References to "Father" or "Mother" refer to the Husband or Wife respectively.

3. **JURISDICTION OF THE COURT:**

The United States is the country of habitual residence of the child(ren).
The State of Florida maintains the most significant contacts with the child(ren) and is the

Mother

Father

most appropriate forum for addressing parenting contact and time-sharing.

The State of Florida is the child(ren)'s home state for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act.

This Parenting Plan is a child custody determination for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act, the International Child Abduction Remedies Act, 42 U.S.C. Sections 11601 et seq., the Parental Kidnapping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at the Hague on October 25, 1980 and for all other state and federal laws.

4. **MANDATORY PROVISIONS:**

a. Promoting Mutual Respect. Each party shall seek to promote and encourage the love and esteem of the child(ren) for the other party. Neither party shall intentionally do anything to estrange or alienate the child(ren) from the other party. Neither party shall make any derogatory remarks about the other party, or the other party's family, in the presence of the child(ren), nor shall either party allow others to do so. Each party shall be pleasant and polite in communicating with the other party.

b. Information Sharing. Both parents shall have access to medical and school records pertaining to the child(ren) and shall be permitted to independently consult with any and all professionals involved with the child(ren). The parents shall cooperate with each other in sharing information related to the health, education, and welfare of the child(ren) and they shall sign any necessary documentation ensuring that both parents have access to said records.

Each parent shall be responsible for obtaining records and reports directly from the school and health care providers.

Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the child(ren).

Both parents shall have equal and independent authority to confer with the child(ren)'s school, day care, health care providers, and other programs with regard to the child(ren)'s educational, emotional, and social progress.

Both parents shall be listed as "parents" and as "emergency contacts" for the child(ren)

Mother

Father

with schools, medical providers, extra-curricular activities, and the like.

Each parent has a continuing responsibility to provide his/her residential, mailing, and contact address, e-mails and telephone numbers (including work, home and cell) to the other parent. Each parent shall notify the other parent in writing within 24 hours of any changes. Each parent shall notify the court in writing within seven (7) days of any changes in residential or mailing address or contact telephone numbers.

5. **PARENTAL RESPONSIBILITY AND DECISION MAKING:**

a. Parental Responsibility.

Shared Parental Responsibility. It is in the best interests of the child(ren) that the parties have full parental rights and responsibility to confer and make major decisions affecting the welfare of the child(ren). Major decisions include, but are not limited to, decisions about the child(ren)'s education, healthcare, and other responsibilities unique to this family. Each parent shall make decisions regarding day-to-day care and control of each child while the child(ren) reside with or are with that parent. Regardless of the allocation of decision making in this Parenting Plan, either parent may make emergency decisions affecting the health or safety of the child(ren) when the child(ren) are with that parent. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible. With respect to non-emergency medical appointments of the child(ren), the parent making any such appointment shall notify the other parent of the appointment as soon as the appointment is made and both parents may attend the appointment.

b. **Details of Shared Parental Responsibility.**

The parties shall share parental responsibility as set forth below. If a specific type of decision is not addressed below, then the parties shall make any such decision jointly.

i. **Division of Shared Parental Responsibility Decisions.** Pursuant to F.S. sec. 61.13 either parent may consent to mental health treatment for the child(ren). The major decisions regarding the child(ren) shall be shared between Mother and Father as follows:

Education/Academic decisions	__ Mother	___ Father	_x__ Both
Non-emergency health care	__ Mother	___ Father	_x__ Both

Mother

Father

Religion/Religious Training __ Mother ___ Father _x__ Both

ii. **Extra-curricular Activities.**

The parents are encouraged to make every effort to mutually agree to all extra-curricular activities. With respect to all such mutually agreed upon extra-curricular activities, the parent with the minor child(ren) shall transport the minor child(ren) to and/or from all mutually agreed upon extra-curricular activities, providing all necessary uniforms and equipment within the parent's possession. For all mutually agreed upon extra-curricular activities, the parties shall equally share in the cost.

If the parents cannot mutually agree upon an activity, either parent may register the child(ren) and allow them to participate in the activity when the child(ren) are with that parent.

The purpose of the extra-curricular activities is not to infringe upon the time either parent has to spend with the child(ren).

6. **SCHEDULING:**

a. **School Calendar to be utilized in Scheduling.**

As soon as possible prior to the start of each school year, both parents shall obtain a copy of the school calendar(s) for the next school year and create a time-sharing calendar following the child(ren)'s academic calendar and the Parenting Plan specified herein. The parents shall discuss any differences between the calendars and reach an agreement for the following school year.

b. **Schedule Changes.**

A parent making a request for a schedule change will make the request as soon as possible, but in any event no less than 3 days before the change is to occur. A parent requesting a change of schedule shall be responsible for any additional childcare, or transportation costs caused by the change.

c. **Reasonable Accommodations/Flexibility.**

Mother

MR
Father

The child(ren) have a right to spend considerable time with both parties. Each of the parties shall exercise the utmost good faith and shall consent to all reasonable requests by the other party regarding changes or accommodations to the time-sharing schedule. The parent who spends the majority of time with the child(ren) is expected to provide access to the child(ren) at unscheduled times, if requested, and if to do so does not unreasonably disrupt prior planned activities of the child(ren) and that parent.

Parents who share time equally are expected to facilitate and accommodate each other's work schedules to ensure, to the extent possible, that equal timesharing is enjoyed by both parents and the child(ren).

7. **DESIGNATION FOR OTHER LEGAL PURPOSES:**

The child(ren) named in this Parenting Plan are scheduled to reside the majority of the time with the **Mother**. This parent is designated as the custodian of the child(ren) SOLELY for purposes of all other state and federal statutes which require a designation or determination of custody. **This designation does not affect either parent's rights and responsibilities under this Parenting Plan.**

8. **TIME-SHARING SCHEDULE:**

The **Father (non-majority timesharing parent)** shall enjoy timesharing per the following guidelines.

A. **WEEKDAYS and WEEKENDS (including summer break):**
The Father shall continue to have the children with him alternate Fridays after school/work through Tuesday morning thereby returning the children to school (or by 9:00 a.m. if school is not in session). The following week, the Father shall have the children from Sunday no earlier than 5:00 p.m. through bringing the children to school the following Tuesday morning. If school is not in session, then the children shall be returned to the Mother by 9:00 a.m.

B. **HOLIDAYS:**

1. **Spring Break**: School spring break in even-numbered years from immediately after school/work the day school recesses for the break until the day school resumes when the child(ren) shall be timely returned to school/daycare.

Mother

Father

2. **Easter:** Easter weekend in even-numbered years, from after school/work the day school recesses for the weekend until the return to school the day it resumes.

3. **Mother's Day Weekend/Father's Day Weekend:** The children shall be with the mother on Mother's Day weekend and with the father on Father's Day weekend, and with the other parent the following weekend. The Mother and Father's Day weekend will begin Friday after work/school with the children being returned Sunday at 5:00 p.m.

4. **Independence Day:** Independence Day in odd-numbered years from 9:00 a.m. July 4th through 9:00 a.m. July 5th (except it shall be a three-day weekend if July 4th falls on a Friday or Monday).

5. **Thanksgiving Day:** The parties shall split Thanksgiving day (exchange the children at 2:00 p.m.)

6. **Christmas/Winter Break:**

Christmas Holiday. The intent is for the parents to equally divide the number of days the child(ren) have off from school for the holiday, including weather days. The non-majority timeshare parent shall be entitled to the first part of the break in **even-numbered** years and the majority parent shall have the first part of the break in **odd-numbered** years. The parent with the first half of the holiday shall have the child(ren) from after school/work the day school recesses for the break until Christmas Day at 2:00 p.m. The parent with the second half of the holiday shall have the child(ren) from 2:00 p.m. on Christmas Day, for a total number of days equal to one-half of the Winter Break, returning the child(ren) at 6:00 p.m. on the last day of his/her part of the break, to the other parent who shall have the remainder of the holiday period until school resumes. The non-majority timeshare parent shall have the second half of the break in **odd-numbered** years and the majority parent shall have the second half of the break in **even-numbered** years. During the Christmas break, both parties shall have the first right of refusal to watch the children while other party works. The parent exercising the right of first refusal is responsible for picking up and transporting the children during this time.

7. **Birthdays:** Birthdays of the child(ren) in even-numbered years, from after school/work or 9:00 a.m. (if school is not in session) on the birthday until return to school the following morning or 9:00 a.m. (if school is not in session).

Mother

Father

8. As to paragraph B (1) through (5) and (7), the majority timeshare parent shall be entitled to the same time with the child(ren), but in alternate years.

9. Even though several of the above timesharing provisions are related to "school," the non-majority parent shall have the same visitation with children who are not in school.

10. Holidays and special occasions, as provided in paragraphs B (1) through C (7), shall have priority over regular weekday and weekend timesharing.

D. **SUMMER VACATION:**

The parties shall exercise their normal weekday/weekend timesharing schedule during the summer. Notwithstanding the foregoing, during the summer each parent shall be entitled to reasonable extended out-of-town vacation time of up to two consecutive weeks, uninterrupted by sharing the child with the other parent. The parents shall each notify the other in writing when they elect to take their vacation times with the child(ren) no later than April 30th each year. In the event of a conflict, the Father's vacation time shall have priority in even-numbered years and the Mother's vacation time shall have priority in odd-numbered years. Neither parent have to travel out of town to exercise these uninterrupted timesharing opportunities.

E. **CONFLICTS:**

Both parents shall endeavor to be punctual in transferring the child(ren). If circumstances prevent either from being punctual, the parents shall communicate and cooperate appropriately.

F. **CANCELLATIONS:**

Each parent shall give the other parent at least 24 hours advance notice (or if an emergency occurs, as quickly as possible), if he/she will be unable to exercise weeknight, weekend, Father's Day, Mother's Day, or birthday visitation. As to holidays, there shall be one-week advance notice; as to Christmas and summer, one-month advance cancellation notice. Notice as to Christmas and summer vacation shall be in writing.

9. **TRANSPORTATION AND EXCHANGE OF CHILD(REN):**

JR
Mother

MR
Father

a. **Transportation.**

The party commencing timesharing shall be responsible for transportation of the child(ren).

b. **Exchange.**

Exchanges shall be at Mother's home, Father's home, or school unless both parents agree to a different meeting place.

c. **Transportation Costs.**

n/a

d. **Foreign and Out-of-State Travel.**

Either parent may travel with the child(ren) during his/her time-sharing. The parent traveling with the child(ren) shall give the other parent at least 10 days written notice before traveling out of state unless there is an emergency, and that parent shall provide the other parent with a detailed itinerary, including locations and telephone numbers where the child(ren) and parent can be reached at least 10 days before traveling.

Either parent may travel out of the country with the child(ren) during his/her time-sharing. At least 30 days prior to traveling, the parent shall provide detailed itinerary, including locations, and telephone numbers where the child(ren) and parent may be reached during the trip. Each parent agrees to provide whatever documentation is necessary for the other parent to take the child(ren) out of the country.

10. **EDUCATION:**

For school and school district purposes, the **Mother's** address shall be designated. **This designation does not affect either parent's rights and responsibilities under this Parenting Plan.**

11. **COMMUNICATION:**

a. **Between the Parents.**

Mother

Father

All communications regarding the child(ren) shall be between the parents. The parents shall not use the child(ren) as go-betweens or messengers to convey information, deliver child support, ask questions of the other parent, or set up or schedule time-sharing or time-sharing changes.
The parents shall communicate with each other in person, by telephone, by letter, texting, or by e-mail.

b. **Between the Parents and the Child(ren).**

Telephone or other electronic communication between the child(ren) and each parent shall not be monitored by, intercepted in any way, or interrupted by the other parent, absent a Court Order. "Electronic communication" includes telephones, electronic mail or email, webcams, video-conferencing equipment and software or other wired or wireless technologies or other means of communication to supplement face-to-face contact.

The child(ren) may have telephone, e-mail, texting, or other electronic communication with the other parent anytime within reason.

12. **CHANGES OR MODIFICATION OF THE PARENTING PLAN:**

This Parenting Plan may be varied on a temporary basis when both parents agree in writing. When the parents do not agree, the Parenting Plan remains in effect until further order of the court. Temporary time-sharing changes may be made informally without a written document, however, if the parties dispute the change then the Parenting Plan shall remain in effect.

Any substantial changes to the Parenting Plan not agreed to by the parties in writing shall be initiated through the filing of a supplemental petition for modification.

13. **RELOCATION:**

Any relocation of the child(ren) is subject to and must be sought in compliance with s. 61.13001, Fla. Stat.

Mother

Father

SIGNATURE OF THE PARENTS

I CERTIFY THAT I HAVE BEEN OPEN AND HONEST IN ENTERING INTO THIS PARENTING PLAN. I AM SATISFIED WITH THIS PLAN AND INTEND TO BE BOUND BY IT.

Date: December 8, 2021

Kimberly A. O'Steen, Esquire
FBN: 12073
E: kosteen@kimosteenlaw.com
Attorney for Wife

SHANNON RECTOR

Susanna S. Quesenberry, Esquire
FBN: 112699
E: Office@harborcitylaw.com
Attorney for Husband

MICHAEL RECTOR

Mother

Father